



**COMMONWEALTH OF VIRGINIA**  
**STATE CORPORATION COMMISSION**

Petition of MCI Telecommunications Corporation and MCImetro Access Transmission Services of Virginia, Inc. For Arbitration of Unresolved Issues with Bell Atlantic-Virginia, Inc. pursuant to §252 of the Telecommunications Act of 1996	)	
	)	
	)	
	)	Case No. PUC960113
	)	
	)	
Application of Bell Atlantic-Virginia, Inc. And MFS Intelenet of Virginia, Inc. For Approval of Interconnection Agreement Under §252(e) of the Telecommunications Act of 1996	)	
	)	
	)	Case No. PUC960110
	)	

**MOTION REQUESTING MEDIATION BY**  
**COMMISSION STAFF**

COMES NOW, MCImetro Access Transmission Services of Virginia, Inc. ("MCImetro) and MCI WorldCom Communications of Virginia, Inc. (collectively, "MCI WorldCom") and file this request for mediation by the Staff of the State Corporation Commission ("Commission") pursuant to Section 252 (a)(2)<sup>1</sup> of the Telecommunications Act of 1996 ("Act"). At this point of the negotiations with Bell Atlantic-Virginia, Inc. ("BA-VA"), MCI WorldCom requests the Commission to appoint the Staff to mediate whether the existing interconnection agreement between MCImetro and BA-VA is the appropriate starting point for negotiations on the new interconnection agreement. MCI WorldCom believes that it is appropriate to base negotiations on the existing

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<sup>1</sup> Section 252(a)(2) of the Act provides that "[a]ny party negotiating an agreement under this section may, at any point in the negotiation, ask a State commission to participate in the negotiation and to mediate any differences arising in the course of the negotiation."

interconnection agreement because it is the most efficient use of the parties' and Commission's resources and both parties have significant operational experience under the existing contract. In addition, the position advanced by BA-VA, use of their "Model" contract, is not appropriate because its Model lacks the detail necessary for the companies to operate under. MCI WorldCom urges the Commission to grant this Motion for the following reasons.

### **Background**

The initial term of MCI WorldCom's current interconnection agreements with BA-VA expires on July 17, 2000. On March 3, 2000, MCI WorldCom served a request for negotiations for a new interconnection agreement on BA-VA. As the time to negotiate an interconnection agreement under the Act is limited,<sup>2</sup> and since BA-VA recently insisted that the parties use the existing Virginia interconnection agreement as an appropriate starting point for negotiations in another state,<sup>3</sup> MCI WorldCom thought it appropriate to use the existing Virginia agreement as the starting point for negotiations here.

BA-VA disagreed. Since the start of negotiations, BA-VA has made it clear that it will only negotiate from its "Model" contract template. That contract will not satisfy MCI WorldCom's business needs, because, in part, it lacks sufficient detail. Also, starting negotiations based upon that Model may mean that all the efforts made by MCImetro, the Commission and even BA-VA in the 1996/1997 negotiations/arbitrations

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<sup>2</sup> Section 252(b)(1) of the Act allows an arbitration petition to be filed within 135 to 160 days after a negotiations request is served.

<sup>3</sup> Last year, in Maryland, Bell Atlantic insisted that the parties use the Virginia interconnection agreement as the basis for a new MFS-Maryland interconnection agreement.

may needlessly have to be repeated now. MCI WorldCom believes that it is more reasonable for the parties to base negotiations on the existing agreement. By doing this, the parties can build upon the prior agreements made and add detail based on the operational experience both parties have had over the last three years. Using the BA-VA Model would mean the parties start from scratch. Based on BA-VA's unreasonable insistence on using their Model, the parties have reached an impasse at this very early stage of negotiations.<sup>4</sup>

### Discussion

**The Existing Interconnection Agreement is the Proper Starting Point for Negotiations on the New Agreement because it Contains Many Provisions that the Parties have Already Negotiated and Agreed Upon, and the Parties can Build Upon Operational Experience Gained Over the Last Three Years.**

It is logical, reasonable and efficient for the parties to base further negotiations on the existing interconnection agreement between BA-VA and MCImetro. As the Commission is well aware, the existing agreement was the result of nearly eighteen months' worth of efforts by the parties, the Commission and the Commission Staff. Although many of the issues in the agreement were based on arbitrated decisions of the Commission, many more were reached through negotiations by the parties and negotiations mediated by the Commission Staff. These efforts were significant and the result was an interconnection agreement that BA-VA and MCImetro used as a template for interconnection agreements between the parties in Pennsylvania, District of Columbia, New Jersey and Maryland. In addition, MCI WorldCom understands that a

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<sup>4</sup> Since BA-VA has insisted that MCI WorldCom negotiate from the BA-VA Model, MCI WorldCom has been forced to insist on using MCI WorldCom's "Model" contract as the base for negotiations. This position has been communicated to BA-VA.

number of other competitive local exchange carriers have “opted-in” to the MCImetro/BA-VA agreement in Virginia under §252(i) of Act.<sup>5</sup>

By using the existing interconnection agreement as the base for negotiations, the parties can build on their operational experience over the past three years. Again, this seems like a reasonable goal for two sophisticated carriers to achieve. If the parties have to spend the rest of the negotiation period resolving issues that were addressed in the last round of negotiations, no further progress in carrier relations will be made. It seems much more efficient for the parties to build on the current agreement, and try to improve upon it, rather than starting from the beginning and trying to cover the same ground again.

**Basing the Negotiations on BA-VA’s “Model” is Inefficient and will Likely Expand the List of Arbitration Issues Eventually Presented to the Commission because BA-VA’s Model Lacks Sufficient Detail.**

If negotiations are based upon BA-VA's “Model” much of the 135-160 day negotiation period will be spent revisiting areas already covered adequately in the existing contract. This is an inefficient use of the limited negotiation time and resources of the parties. This is the case because BA-VA’s Model agreement is incomplete in many respects and lacks sufficient detail for the parties to conduct operations under it efficiently. In many instances, the contract proposed by BA-VA simply postpones

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<sup>5</sup> In fact, MCI WORLDCOM Communications of Virginia, Inc. (f/k/a MFS Intelenet of Virginia, Inc.) opted-in to the MCImetro/BA-VA interconnection agreement last fall.

determining the required operational detail.<sup>6</sup> This is a familiar ploy and one that MCImetro opposed throughout the negotiations and arbitrations before the Commission in 1996 and 1997. The Commission will recall that it granted MCImetro's request for mediation during the arbitration of the existing agreement, and the Commission Staff's mediation efforts resulted in the current agreement. The parties, with the help of the Staff and independently, spent a great deal of effort negotiating and creating the detail that exists in the agreement. This detail is vital to efficient and effective carrier operations and those efforts will be wasted, and will need to be recreated, if BA-VA's model is now used as the base for negotiations.

In addition, using the BA-VA Model as the template for negotiations will probably unnecessarily expand the list of arbitration issues that will eventually be presented to the Commission.<sup>7</sup> Since the negotiation period is limited, and the parties

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<sup>6</sup> As one example, BA-VA's model addresses OSS in the following paragraph:

11.6 Operations Support Systems. Subject to the conditions set forth in Section 11.7 below [Limitations on Unbundled Access], Bell Atlantic shall provide CLEC with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All transactions shall be submitted by CLEC through such electronic interfaces.

The only other place BA-VA's model mentions OSS is in Schedule 12.3, presumably only in the context of Resale under Section 251(c)(4) of the Act. This Schedule, in approximately six pages, outlines what the CLEC cannot do with Bell Atlantic's OSS, and fails to describe what Bell Atlantic's OSS will do and in what manner. Bell Atlantic goes so far as to reserve the right to change its OSS, "from time to time, without consent of CLEC."

In contrast, the existing BA-VA/MCImetro Virginia agreement sets forth in multiple sections of Attachment VIII specific requirements regarding the nature of accessing each of the OSS functions, pre-order, ordering, provisioning, billing and maintenance and repair. To take an example taken from the ordering provisions, Section 2.2.2.1 of Attachment VIII prohibits requiring disconnect orders from a subscriber in order to migrate customers from one carrier to another. This is just one of the hundreds of examples contained in the 50-60 pages of Attachment VIII. The Commission is well aware of the complexities that surround fully-operational electronic OSS given that it recently opened an entire docket just to address OSS third-party testing in Case No. PUC000035. Therefore, six pages in BA-VA's "Model" agreement cannot adequately address this very complicated issue.

<sup>7</sup> Given this impasse so early in the negotiations, the likelihood of MCI WorldCom or BA-VA having to file an arbitration petition is a near certainty.

have yet to discuss any substantive issues, working from the BA-VA Model almost guarantees that MCI WorldCom and BA-VA will have to bring a very long list of issues to arbitration before the Commission. This result does not benefit either of the parties, and will unnecessarily tax the Commission's resources. As a result, using the BA-VA Model as the starting point for negotiations is inefficient and may waste valuable Commission resources when an arbitration petition is eventually filed.

**Using the Existing Agreement as the Starting Point for Negotiations will Likely Narrow the Issues Eventually Presented to the Commission for Arbitration.**

MCI WorldCom proposes to BA-VA that the parties use the existing MCImetro/BA-VA interconnection agreement as the basis for negotiating the new contract. This approach will preserve much that was agreed upon previously and will result in a contract which is familiar to the personnel of both parties charged with administering the contract. In addition, this approach uses a contract which the Commission has already approved, builds upon prior Commission decisions, and should limit the areas of dispute which will require arbitration. Limiting the issues that are eventually presented to the Commission for arbitration is in both parties' best interest and certainly is in the Commission's best interest.

**Conclusion**

MCI WorldCom requests that the Commission grant this request for mediation, appoint Staff to mediate the initial impasse in the negotiations described above, and allow Staff to mediate any differences arising in the course of the negotiation (pursuant to §252(a)(2) of the Act), as warranted. Mediation of the initial impasse will be particularly

fruitful in that it will facilitate progress on all contract terms and should limit future mediation as well as the number of issues ultimately presented for arbitration.

Respectfully submitted,

MCI WORLDCOM NETWORK  
SERVICES OF VIRGINIA, INC.

By: \_\_\_\_\_  
Counsel

Eric M. Page, Esquire (VSB 18103)  
Robert A. Omberg, Esquire (VSB 37396)  
LeClair Ryan, A Professional Corporation  
4201 Dominion Boulevard, Suite 200  
Glen Allen, Virginia 23060  
Tel (804) 968-2985  
Fax (804) 270-4715

Vishwa B. Link, Esquire  
MCI WorldCom, Inc.  
1133 19<sup>th</sup> Street, NW  
Washington, D.C. 20036  
Tel (202) 736-6739  
Fax (202) 736-6242

Counsel to MCI WorldCom Network Services of Virginia, Inc.

Dated: April 3, 2000



## **CERTIFICATE**

I hereby certify that a true copy of the foregoing Motion Requesting Mediation by Commission Staff was hand-delivered or mailed, postage prepaid, on this 3rd day of April, 2000, to the following: Don R. Mueller, Esquire, Office of General Counsel, State Corporation Commission 1300 E. Main Street, 10<sup>th</sup> Floor, Richmond, Virginia 23219; Warner F. Brundage, Jr., Esquire, Bell Atlantic-Virginia, 600 East Main Street, Richmond, Virginia 23219; Wilma R. McCarey, AT&T Communications of Virginia, Inc., 3033 Chainbridge Road, Room 3-D, Oakton, Virginia 22185; John F. Dudley, Esquire, Senior Assistant Attorney General, Division of Consumer, Office of the Attorney General, 900 East Main Street, 2<sup>nd</sup> Floor, Richmond, Virginia 23219; Robert M. Gillespie, Esquire, Christian & Barton, L.L.P, 909 East Main Street, 1200 Mutual Building, Richmond, Virginia 23219-3095; Robin F. Cohn, Esquire, Swidler & Berlin, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007; Tina Pidgeon, Esquire, Drinker, Biddle & Reath, 901 Fifteenth Street, N.W., Suite 900, Washington, D.C. 20005; Richard D. Gary, Esquire, Hunton & Williams, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074; John C. Dodge, Esquire, Jones Telecommunications, Inc., 1919 Pennsylvania Avenue, N.W., Washington, D.C. 20006-3548; Monica Barone, Esquire, Sprint Communications Company, Sprint Communications of Virginia, Inc., 14111 Capital Boulevard, Wake Forest, NC 27587-5900, Donald G. Owens, Esquire, Mays & Valentine, L.L.P, 1111 East Main Street, 23<sup>rd</sup> Floor, Richmond, Virginia 23219; David W. Clarke, Esquire, Mezzullo & McCandlish, 1111 East Main Street, Suite 1500, Richmond, Virginia 23219.

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Eric M. Page



PETITION OF

MCImetro ACCESS TRANSMISSION SERVICES  
OF VIRGINIA, INC.,  
and  
MCI WORLDCOM COMMUNICATIONS OF  
VIRGINIA, INC.

For arbitration of an interconnection agreement to  
replace the existing interconnection agreement with  
Bell Atlantic-Virginia, Inc. pursuant to §252(b) of  
the Telecommunications Act of 1996

PUC00

COMES NOW MCImetro Access Transmission Services of Virginia, Inc. and MCI WORLDCOM Communications of Virginia, Inc. (both WorldCom companies, collectively known as “WorldCom”) and petition the Virginia State Corporation Commission (“Commission”) to arbitrate unresolved issues to enable WorldCom to enter into interconnection agreements to replace its existing interconnection agreements with Bell Atlantic-Virginia, Inc. (“Bell Atlantic or BA-VA”)<sup>1</sup> pursuant to §252(b) of the Telecommunications Act of 1996 (“the Act”) and 20 VAC5-400-190.<sup>2</sup> In support of this Petition, WorldCom asserts the following:

<sup>2</sup> Should the Commission decide that it will not address WorldCom's arbitration petition pursuant to federal law and the Act as it did in In Re: Petition of Cavalier Telephone, LLC, Case No. PUC990191 (June 15, 2000) and In Re: Petition of Focal Communications Corporation of Virginia, Case No. PUC000079 (July 19, 2000), WorldCom respectfully requests that such decision be made quickly and decisively so that WorldCom can pursue its rights pursuant to applicable law.

## **INTRODUCTION AND PROCEDURAL HISTORY**

In the Bell Atlantic territory, MCImetro Access Transmission Services of Virginia, Inc. ("MCImetro") currently interacts with Bell Atlantic pursuant to an interconnection agreement that was approved by the Commission in Case No. PUC960113. This agreement had an Initial Term until July 17, 2000 and a provision that allowed the contract to continue "month to month" until replaced by a successor agreement. On September 24, 1999, MCI WORLDCOM Communications of Virginia, Inc. (formerly known as MFS Intelenet of Virginia, Inc.) ("MCI WorldCom") exercised its rights pursuant to §252(i) of the Act to opt-into the MCImetro interconnection agreement. Therefore, MCI WorldCom's current interconnection agreement with Bell Atlantic is the same as MCImetro's. Both MCI WorldCom and MCImetro seek to arbitrate new interconnection agreements, respectively, with Bell Atlantic to replace their existing interconnection agreements.<sup>3</sup>

To effect that end, on March 3, 2000, MCImetro and MCI WorldCom delivered to Bell Atlantic a letter requesting interconnection and commencement of the negotiations/arbitration process pursuant to §252(a)(1).<sup>4</sup> Although negotiations for a new interconnection agreement were to begin after this request was received, the reality of the relationship between the entities is that discussions have taken place over the course of the past year that are relevant to the interconnection agreement in Virginia. Over the

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<sup>3</sup> Since MCImetro and MCI WorldCom are separate subsidiaries of WorldCom and continue to operate separately, both companies seek to enter into new separate interconnection agreements with Bell Atlantic. These interconnection agreements will be the same except for the changes necessitated by the different identities of MCImetro and MCI WorldCom (e.g., the name of the company, notice provisions, etc.)

<sup>4</sup> A copy of the letter is attached as Exhibit 1. Pursuant to §252(b)(1), either party to the negotiation can request arbitration from the State Commission during the period from 135 to 160 days (inclusive) from the time the incumbent carrier receives a request for negotiations. This petition is being filed by the 160<sup>th</sup> day (inclusive), which falls on August 10, 2000.

course of the past year, WorldCom has worked in good faith<sup>5</sup> with Bell Atlantic toward maturing our existing agreements to reflect changes in law, new business requirements and updates from operational changes between the companies. The companies have in fact conducted business under the existing agreement for three years; yet, when WorldCom has attempted to have substantive discussions, Bell Atlantic has changed its positions, changed its negotiation teams, and it now proposes to delay the start of real negotiations for another five months.

In July 1999, WorldCom and BA determined that negotiations would need to occur for Maryland, since the parties had yet to enter into an interconnection agreement for MCImetro in Maryland. The parties generally agreed that the results of Maryland negotiations could then be used as a basis for the interconnection agreements in other states such as Virginia, where the interconnection agreement would expire, subject to continuing month-to-month, in July 2000.

During the discussions with Bell Atlantic to negotiate the Maryland agreement for MCI WorldCom Communications, Inc. that took place last fall, the Bell Atlantic negotiating team stressed several times that they greatly preferred using the existing Bell Atlantic/MCImetro Virginia agreement as a basis for negotiations. Bell Atlantic representatives told WorldCom representatives that they were comfortable with the Bell Atlantic/MCImetro agreement, they liked the balance it provided since it was the result of negotiation, mediation and arbitration, that they and their subject matter experts were familiar with the existing agreements because they had been in place for more than two

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<sup>5</sup> Pursuant to the Commission's procedural rule 20 VAC5-400-190 (C) (1), WorldCom hereby certifies its compliance with the duty to negotiate in good faith provision of 47 USC 251 (c) (1).

years and many other CLECs had adopted them for their own agreements, and that they, for the most part, were satisfied with the existing agreement.

Negotiations for the Maryland interconnection agreements continued until about late February 2000, when the Maryland Public Service Commission issued its ruling resolving outstanding arbitration issues between MCImetro and BA and required the parties to file a conforming interconnection agreement.

As negotiations in Maryland were no longer necessary and MCImetro and MCI WorldCom sent Bell Atlantic a request to begin negotiations for a new interconnection agreement in Virginia on March 3, 2000, WorldCom requested that BA's agreement to use the Virginia interconnection agreement as the basis for discussions continue. On March 16, 2000, Bell Atlantic representatives informed WorldCom representatives that BA would **not** conduct any discussions using the existing Virginia interconnection agreement and would only entertain discussions using the BA "template agreement." As discussed in detail below, WorldCom has reviewed the BA template agreement and has found it significantly deficient and inappropriate to use as the basis for negotiations for these second generation of interconnection agreements. Much work had been done by the parties and the Commission to arrive at the existing Virginia interconnection agreement and the existing agreement has already been approved as an arbitrated agreement by the Commission. Additionally, many other Competitive Local Exchange Carriers ("CLECs") have opted-into the Virginia interconnection agreement pursuant to §252(i) of the Act which shows that BA-VA has much operational experience with CLECs under the agreement. BA's template bears no resemblance to the existing agreements and represents a fresh start for those agreements in form, structure and

substance. It is a complete re-write, without any explanation as to why the existing agreements need to be re-written at every provision. Using BA's template agreement would mean that the parties would have to go back to their original positions that they took in 1996 before the original negotiations and arbitrations under the Act had taken place, would waste resources of all entities involved, and conflicts with BA's prior insistence on using the existing Virginia agreement for negotiations in another state.

WorldCom believed that the parties had come to an impasse and filed a Motion Requesting Mediation by Commission Staff with the Commission on this issue on April 3, 2000 in Case No. PUC000016. After receiving Bell Atlantic's opposition to the WorldCom Motion, no formal Commission action has been taken to address WorldCom's Motion. In addition, the parties have not met to negotiate the new Virginia interconnection agreement. In fact, WorldCom has just received a proposal from Bell Atlantic offering to begin negotiations for the new Virginia interconnection agreement on **December 15, 2000**. WorldCom initiated negotiations on March 3, 2000 and rather than engage in negotiations as the Act requires, Bell Atlantic is attempting to negotiate based on the schedule that most suits its needs. Since Bell Atlantic has not been willing to engage in substantive negotiations for the new Virginia interconnection agreement (and does not propose to do so for almost another four months), WorldCom does not know Bell Atlantic's position on many of the issues that WorldCom is raising in this arbitration petition.

Section 252(b)(2)(A)(ii) requires that the petitioning party to an arbitration must provide the "position of each of the parties with respect to [the unresolved] issues."

WorldCom has attempted to identify issues which exist between it and Bell Atlantic to

the best of its ability. However, identification of issues can only be based on a cold reading of BA's template and has been hampered by the fact that Bell Atlantic would not discuss WorldCom's proposed contract terms. Therefore, WorldCom has identified as individual issues those items where the terms of WorldCom's proposed interconnection agreement and Bell Atlantic's template clearly are inconsistent or where a material change in the existing contract proposed by WorldCom is not based solely on a change in law or change in existing business practices. These issues are designated issues of "genuine dispute." Due to BA's unwillingness to negotiate at this time, WorldCom is unable to anticipate, let alone provide, BA's position on many of these and other unresolved issues. To the extent BA's template addresses an unresolved issue, WorldCom has attempted to summarize BA's position.

As WorldCom submits this petition, however, Bell Atlantic appears to have withdrawn its template, and therefore Bell Atlantic appears to have no position on any of the relevant issues. Bell Atlantic has indicated that due to its recent merger with GTE it is in the process of drafting a new "Verizon template," which it will provide to WorldCom in September 2000. Thus, at this time it appears that Bell Atlantic is not proposing even the seriously flawed Bell Atlantic template which is discussed in detail in Exhibit 4 to this Petition. Under the circumstances, the only Interconnection Agreement being proposed by any party as of the date when this Arbitration petition must be filed pursuant to Section 252 of the Act, is the Interconnection Agreement proposed by WorldCom and attached hereto as Exhibit 2. Accordingly, the Commission should limit its consideration in this proceeding to the provisions of that Agreement.



Since WorldCom has not achieved its goal of entering into a new interconnection agreement with Bell Atlantic, and is not willing to wait another five months to **begin** negotiations with Bell Atlantic in Virginia, it is hereby filing an arbitration petition pursuant to §252(b)(1) of the Act and in compliance with the Commission's procedural rules located at 20 VAC5-400-190 ("Procedural Rules").<sup>6</sup>

This Petition consists of the petition and the five exhibits attached hereto. The exhibits constitute an integral part of the Petition and are hereby incorporated into the Petition.

### **UNRESOLVED ISSUES**

WorldCom proposes to use the existing MCImetro/BA-VA interconnection agreement as the basis for the new interconnection agreement. WorldCom has updated the existing agreement to reflect changes in law and business processes between the parties and within the industry. In addition, WorldCom has proposed changes to the existing contract that it suspects will be contested by Bell Atlantic. WorldCom has deemed these changes as those that will be in "genuine dispute." The changes that are based on changes in law or business process have been put into a separate category and WorldCom anticipates that there will be less contention surrounding these proposed changes. In reality, however, since BA refused to negotiate with WorldCom using the existing contract as a base and continues that refusal at this time, the designation of these

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<sup>6</sup> Due to the uncertainty of whether the Commission will handle this case pursuant to federal law, with this petition, WorldCom is not requesting that the Commission conduct an evidentiary hearing. Therefore, WorldCom is not filing any prefiled testimony with its Petition as the Procedural Rules so require. Should the Commission decide that it will proceed to address this arbitration petition pursuant to federal law and the Act, WorldCom respectfully reserves its right to request an evidentiary hearing and file testimony at that time.

issues as “genuine dispute” or “change in law or business process” is really based, at best, on educated guesses based on past experiences with BA-VA and Bell Atlantic in other jurisdictions. Since Bell Atlantic has withdrawn its current template from consideration, it really has no counterproposal on the record and WorldCom’s agreement, as amended, which is included as Exhibit 2 to this Petition, should be adopted as a whole.

**Issue 1: Which Proposed Interconnection Agreement Should Serve as the New Interconnection Agreement?**

**WorldCom Position: The Existing MCImetro/BA Interconnection Agreement Updated and Proposed by this Petition Should be Used as the Basis for the New Interconnection Agreement.**

It is logical, reasonable and efficient for the new interconnection agreement between the parties to be based on the existing interconnection agreement between BA-VA and MCImetro.<sup>7</sup> As the Commission is well aware, the existing agreement was the result of nearly eighteen months worth of efforts by the parties, the Commission, and the Commission Staff. Although many of the issues in the agreement were based on arbitrated decisions of the Commission, many more were reached through extensive negotiations by the parties and negotiations mediated by the Commission Staff. These efforts were significant and the result was an interconnection agreement that BA-VA and MCImetro used as a template for interconnection agreements between the parties in Pennsylvania, District of Columbia, New Jersey and Maryland. In addition, MCI WorldCom understands that a number of other competitive local exchange carriers have

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<sup>7</sup> The existing MCImetro/BA-VA interconnection agreement amended to reflect the new changes proposed by WorldCom is attached as Exhibit 2. For MCI WorldCom, the contract will need to be amended to reflect MCI WorldCom’s name and some other changes that are associated with MCI WorldCom’s identity.

“opted-in” to the MCImetro/BA-VA agreement in Virginia under §252(i) of the Act.<sup>8</sup>

As explained in more detail above, Bell Atlantic’s own negotiating team expressed its preference to use the MCImetro/BA-VA agreement as the basis for negotiations in other states.

By using the existing interconnection agreement as the basis for the new interconnection agreement, the parties could build on their operational experience over the past three years. Again, this is a reasonable goal for two sophisticated carriers to achieve. It would be much more efficient for the parties to build on the current agreement, and try to improve upon it, rather than starting from the beginning and trying to cover the same ground again.

As described in more detail above, to effectuate this end, WorldCom proposed that the parties use the existing interconnection agreement as the basis for the new interconnection agreement. BA rejected this position and insisted upon use of its contract “template.” The parties reached an impasse in negotiations very early in the negotiation period over this issue. As the Commission is well aware, WorldCom filed a Motion Requesting Mediation by Commission Staff on this issue on April 3, 2000. Since that time, the Commission has not acted to mediate this impasse. Therefore, WorldCom is bringing the issue to the Commission for arbitration.

Bell Atlantic's template contract is illegal and deficient in several significant areas. A more detailed explanation of these areas is included in Exhibit 4; however, this discussion and that included in this exhibit are not fully exhaustive of the template deficiencies.

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<sup>8</sup> As noted above, MCI WorldCom opted-into the MCImetro/BA-VA interconnection agreement last fall.

BA's template lacks operational detail that is vital to the parties' interactions with one another. For example, the template does not address Operations Support Systems ("OSS"). OSS is the term used to describe the systems BA and CLECs use for preordering, ordering, provisioning, billing, and maintenance and repair for unbundled network elements ("UNEs") and resale. The existing agreement provides much of the necessary detail for how WorldCom will order and BA will provide these services. Bell Atlantic's template, on the other hand, contains none of this detail. Among other things, it does not address how OSS will work, what is available to the CLECs, how orders will be processed, what billing procedures will be used, or how maintenance and repair will be handled.

BA's template is illegal in that it requires CLECs to agree that BA's § 271 obligations have been met by the agreement. It also requires CLECs to unbundle their network, an obligation specifically not required by the Act. BA's template includes a provision requiring CLECs to provide BA with collocation, another obligation specifically not required by the Act. In addition, the template includes an entire network interconnection section premised on circumventing a CLEC's ability to select the most cost efficient point of interconnection between BA's and the CLEC's networks. A more detailed discussion of the deficiencies of Bell Atlantic's template is included as Exhibit 4.

Irrespective of the illegalities and deficiencies inherent throughout Bell Atlantic's template contract, Bell Atlantic appears to have withdrawn its template and offers no counter agreement. For these reasons, the Commission should order that WorldCom's proposed interconnection agreement should be adopted as the agreements between MCI/Bell Atlantic and MCI WorldCom/Bell Atlantic. Even if the Commission rules

against WorldCom, in whole or in part, regarding the issues set forth below, the Commission should order that in the absence of a directive or order to the contrary WorldCom's proposed contract language should be the "default" language the parties incorporate into their interconnection agreement. By making this decision explicitly and clearly, the Commission will save the parties, the Commission and the Commission staff significant time and resources that would otherwise be wasted negotiating and conforming the final agreement post arbitration.

For these reasons, MCImetro's current interconnection agreement with BA should serve as the basis for the new interconnection agreement.

**BA Position: The Bell Atlantic Template Contract Should Serve as the Basis for the New Interconnection Agreement.** The BA template contract is attached as Exhibit 3. However, BA proposes to provide WorldCom a new "Verizon template" contract in September 2000.

## **CONTRACT CHANGES LIKELY TO BE IN GENUINE DISPUTE**

### **PART A – GENERAL TERMS AND CONDITIONS**

**Issue 2: Should the procedures for implementing a change in law be clarified so as to remove ambiguity in the original agreement? Should the provision addressing the termination and grandfathering of resold services be clarified to avoid ambiguity and further abuse?**

**WorldCom Position:** Both of these provisions - the procedures for implementing changes in law and the termination of resold services - should be clarified to avoid ambiguity and inconsistencies in the original agreement and to preclude future opportunities for abuse.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 3: Should the parties be able to almost completely limit their liability under the interconnection agreement?**

**WorldCom Position:** No. The parties should face a reasonable amount of liability in the event that they breach the terms and conditions of the interconnection agreement. Without this level of liability neither party has the proper incentive to honor its obligations under the interconnection agreement.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 4: Should Bell Atlantic be precluded from sharing WorldCom confidential information with Bell Atlantic's retail component?**

**WorldCom Position:** Bell Atlantic should be strictly forbidden from sharing WorldCom confidential information with Bell Atlantic's retail component and should take all necessary actions to ensure that such information is not shared with that component of its business.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 5: Should the parties be allowed to submit disputes under the agreement to binding arbitration under the United States Arbitration Act?**

**WorldCom Position:** Based on WorldCom's experience under the current agreement and the Virginia Commission's potential unwillingness to enforce interconnection agreements pursuant to federal law, it is necessary to have an alternate avenue for the settlement of contractual disputes. The United States Arbitration Act provisions provide such an avenue and should be incorporated into the agreement.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 6: Should Bell Atlantic be permitted to unilaterally undercut or supersede rates, terms, and conditions of the Interconnection Agreement by filing tariffs?**

**WorldCom Position:** No. Bell Atlantic should not be allowed to undercut or supersede provisions of the interconnection agreement by filing similar yet inconsistent provisions in Bell Atlantic tariffs. To avoid this problem Bell Atlantic and WorldCom must work cooperatively to ensure that Bell Atlantic's tariffs do not supplant portions or all of the interconnection agreements.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 7: Should the branding provisions of the original agreement be modified to provide more detail as to how branding will occur?**

**WorldCom Position:** The original agreement does not provide adequate detail on how branding will occur and should be modified to provide such detail.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 8: Should the "Taxes" language be modified to allow the purchasing party to remit taxes directly to the taxing authority if such a process is legal?**

**WorldCom Position:** Yes. Such a change would allow WorldCom to bill its customers for taxes owed and remit the payments directly to the taxing authority.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

## ATTACHMENT I – PRICE SCHEDULE

**Issue 9: Should Bell Atlantic be required to reduce recurring rates for certain Unbundled Network Elements (“UNEs”) pending a new generic investigation into UNE rates?**

**WorldCom Position:** Yes. Bell Atlantic’s recurring rates for unbundled loops and for unbundled switching should be reduced to the following levels, pending a new generic investigation into recurring rates for UNEs.

### Basic Loops:

Density Cell 1:	\$7.68/month
Density Cell 2:	\$11.76/month
Density Cell 3:	\$21.02/month

All other loops: The rates for each loop type in each density cell should be reduced by 28.5% from the rates determined in PUC970005.

### Unbundled Local Switching:

\$1.90/month/port – includes all vertical features

\$0.000927/minute

All other recurring rates: As determined in SCC Docket PUC970005, pending a new review of UNE rates generically.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.



**Issue 10: What is the proper non-recurring charge for Unbundled Network Element Platform (“UNE-P”) provisioning in the case of conversions or migrations of existing Bell Atlantic customers?**

**WorldCom Position:** \$0.30, pending a full review of all nonrecurring charges.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra

**Issue 11: For purposes of reciprocal compensation, should local traffic include traffic to information service providers?**

**WorldCom Position:** Yes, information service provider traffic is local traffic for purposes of reciprocal compensation.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Traffic from ISPs is not local traffic for reciprocal compensation purposes.

**Issue 12: How should third party transit switched access traffic be routed and billed by the parties?**

**WorldCom position:** This traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. From a billing perspective, billing should be consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra

**Issue 13: Should the Interconnection Agreement reflect the amendments to the Meet Point Billing arrangements proposed by WorldCom?**

**WorldCom position:** The Interconnection Agreement should reflect the amendments to the existing Meet Point Billing arrangements proposed by WorldCom.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 14: Should Bell Atlantic be required to periodically provide electronic copies of changes to its pricing tables?**

**WorldCom Position:** Yes, electronic copies of the pricing tables are necessary for WorldCom to be able to accurately keep track of rates for billing purposes.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

### **ATTACHMENT III – NETWORK ELEMENTS**

**Issue 15: Should Bell Atlantic be required to provide GR-303 equipped integrated digital loop carrier?**

**WorldCom position:** Bell Atlantic should be required to provide GR-303 equipped integrated digital loop carrier.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 16: Is WorldCom entitled to collocate advanced services equipment, such as DSLAMs, in Bell Atlantic's premises, including remote terminals?**

**WorldCom position:** WorldCom is entitled to collocate advanced services equipment, such as DSLAMs in Bell Atlantic's premises, including remote terminals.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 17: Is Bell Atlantic required to provide access to loops served off of IDLC via multiple switch hosting through the use of GR303; integrated network access (INA), whereby specific DS-0s are field groomed into specific INA groups as formatted DS-1s; DCS grooming, whereby specific DS-0s are groomed onto DS-1s at the DCS; Side-door grooming (hairpinning); or Removal of circuit from IDLC system onto all copper facilities to the main distribution frame?**

**WorldCom position:** It is technically feasible to provide access to unbundled IDLC loops in each of these methods and BA should do so.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 18: Is Bell Atlantic required to provide Intelligent Multiplexers/Concentrators that provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate?**

**WorldCom position:** Bell Atlantic should provide Intelligent Multiplexers/Concentrators that provide these functions.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 19: Should Bell Atlantic be prohibited from removing its DSL service from the loops of customers who choose WorldCom's voice service and should Bell Atlantic be required to provide line splitting on loops used in a UNE-P configuration, where one CLEC provides voice service and another provides advanced services?**

**WorldCom position:** Bell Atlantic should be prohibited from removing its DSL service from the loops of customers who choose WorldCom's voice service and should be required to provide line splitting on loops used in a UNE-P configuration, where one CLEC provides voice service and another provides advanced services.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

#### **ATTACHMENT IV – INTERCONNECTION**

**Issue 20: Does WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)?**

**WorldCom position:** WorldCom has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA position:** Bell Atlantic has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered as a SONET Transmission System.

**Issue 21: Is Bell Atlantic obligated to provide and use two-way trunks that carry each party's traffic?**

**WorldCom position:** Bell Atlantic must provide and use two-way trunks upon request, pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA position:** Bell Atlantic believes that it should be able to refuse to use two-way trunking.

**Issue 22: Does WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point?**

**WorldCom position:** WorldCom has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA position:** WorldCom must interconnect at points designated by Bell Atlantic as "geographically relevant interconnection points."

**Issue 23: Should Bell Atlantic be required to provide transit service?**

**WorldCom position:** Bell Atlantic should provide transit service because it is an efficient interconnection architecture for carriers whose traffic to one another is limited.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**Bell Atlantic position:** Bell Atlantic reserves for itself the right to unilaterally withdraw transit service.

**Issue 24: Should the Interconnection Agreement contain specific provisions concerning when the parties should begin planning for trunk and facility augmentation?**

**WorldCom position:** The Interconnection Agreement should contain specific provisions concerning when the parties should begin planning for trunk and facility augmentation.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA position:** BA has proposed only general guidelines regarding trunk and facility augmentation.

### **ATTACHMENT V – COLLOCATION**

**Issue 25: Should the terms and conditions governing the provision of collocation proposed by WorldCom be set forth in the Interconnection Agreement?**

**WorldCom position:** The Act requires that the parties include terms and conditions governing collocation in an Interconnection Agreement. The terms proposed by WorldCom should be included.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA position:** Bell Atlantic proposes that all terms and conditions governing collocation be set forth in tariffs rather than in the Interconnection Agreement.

## **ATTACHMENT VIII – BUSINESS PROCESS REQUIREMENTS**

**Issue 26: Should BA be allowed to condition its obligation to provide combinations of elements tying availability of combinations to the effective date of the contract?**

**WorldCom Position:** No, BA cannot tie availability of combinations of elements to their existence in “BA’s network on the Effective Date” of the contract. Therefore, this language should be stricken from the contract.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 27: Should Bell Atlantic be required to provide WorldCom with electronic copies of their Universal Service Order Codes (“USOCs”), their corresponding alpha-numeric descriptions, and Feature Identifications (“FIDs”)?**

**WorldCom Position:** Yes, Bell Atlantic should be required to provide such information.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 28: Should Bell Atlantic be required to provide detailed explanations for both manual and automated order rejections?**

**WorldCom Position:** Yes, currently Bell Atlantic provides detailed explanation for automated order rejections, but the process should be expanded to include manual order rejections as well.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 29: Should Bell Atlantic be required to provide the reason why orders cannot be completed on time, and coordinate a new date for completion when order due dates are changed?**

**WorldCom Position:** Yes, this change adds necessary business procedures to the “jeopardy notification” process.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

### **ATTACHMENT X – PERFORMANCE MEASUREMENTS, STANDARDS, REPORT AND REMEDIES**

**Issue 30: What are the appropriate performance reports, standards and benchmarks that should apply to BA services provided pursuant to the interconnection agreement?**

**WorldCom Position:** The appropriate performance reports, standards and benchmarks that should apply to BA services and should be included in the new interconnection agreement build upon work done in other jurisdictions on the issue. WorldCom’s detailed proposal is included at Attachment X, and Exhibit A thereto, of the new agreement.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 31: What are the appropriate financial remedies that should apply to BA’s provision of services pursuant to the interconnection agreement?**

**WorldCom Position:** It is critical that a self-executing remedies plan be implemented along with the performance reports, standards and benchmarks. The remedies plan must be meaningful so that gives BA the incentive to give CLECs service on a non-discriminatory basis. WorldCom’s remedy proposal is included at Exhibit B to Attachment X of the new agreement.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.



**CONTRACT CHANGES BASED ON  
CHANGES IN LAW OR BUSINESS PROCESSES**

**PART A – TERMS AND CONDITIONS**

**Issue 32: Should the original agreement be modified to reflect the FCC’s recent licensing order and the United States Fourth Circuit Court of Appeals decision in AT&T Communications of Virginia, Inc. et al. v. Bell Atlantic-Virginia, Inc. et al.?**

**WorldCom Position:** Yes. These decisions are valid, legally-effective changes in the law that must be incorporated into the interconnection agreement.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 33: Should the original agreement be modified to reflect the current state of the law under Section 252(i) of the Act?**

**WorldCom Position:** Yes, Section 30.1 of Part A should be modified to reflect the current state of Section 252(i) and the FCC’s implementing rules.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 34: Should the original agreement be modified to reflect the FCC’s recently clarified definition of “parity/nondiscriminatory?”**

**WorldCom Position:** Yes, the agreement should be updated to reflect the statutory term “nondiscriminatory” and the FCC’s recent affirmation of that term. These changes are reflected in Section 13 of Part A.

A detailed description of WorldCom’s position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 35: Should the original contract language be modified to reflect the FCC's decision to allow access to inside wire?**

**WorldCom Position:** Yes, Section 31.2 of Part A of the original agreement should be modified to strike references to inside wire services, and Section 31.3 of Part A should be stricken completely.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 36: Should the language of Sections 33.1 and 33.2 of Part A be stricken in light of the FCC's decisions regarding slamming? Should the language of Sections 16.2 and 16.3 of Part A be stricken in light of the FCC's decisions regarding slamming?**

**WorldCom Position:** Yes. These four provisions should be deleted now that the FCC has promulgated regulations governing the unauthorized migration of customers (*i.e.*, slamming).

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

**Issue 37: Should the technical specifications to the agreement be modified to reflect the present state of industry?**

**WorldCom Position:** Yes. Appendix 1 to Part A has been modified to reflect new technical specifications that are in effect and to delete outdated specifications. Such changes are necessary to reflect the current technical specifications that are in effect.

A description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

### **ATTACHMENT III – NETWORK ELEMENTS**

**Issue 38:** Should the original contract be modified to reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?

**WorldCom Position:** Yes, these changes in law should be reflected in the new interconnection agreement.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

### **ATTACHMENT VII – NUMBER PORTABILITY**

**Issue 39:** Should Attachment VII be amended to reflect changes to business processes associated with the move from Interim Number Portability to permanent Number Portability?

**WorldCom Position:** Yes, since the existing interconnection agreement was executed, BA has implemented permanent number portability and these changes to business processes should be reflected in the new interconnection agreement.

A description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History of Arbitration Petition.

### **ATTACHMENT VIII – BUSINESS PROCESS REQUIREMENTS**

**Issue 40:** Should the contract be amended to reflect current business processes (OSS) and agreements by the parties to change processes in certain ways?

**WorldCom Position:** Yes. In order for the contract to be a meaningful business document between the parties, it should reflect current business processes and agreements between the parties and the industry.

A detailed description of WorldCom's position is set forth in Exhibit 5 to this Petition for Arbitration and is incorporated herein by reference.

**BA Position:** Unknown, see Procedural History, supra.

## CONCLUSION

For all the foregoing reasons, WorldCom respectfully requests that the Commission grant the relief requested herein.

Respectfully submitted,

MCImetro ACCESS TRANSMISSION  
SERVICES OF VIRGINIA, INC.

and  
MCI WORLDCOM COMMUNICATIONS  
OF VIRGINIA, INC.

By:   
Counsel

Eric M. Page, Esquire (VSB 18103)  
Robert A. Omberg, Esquire (VSB 37396)  
LeClair Ryan, A Professional Corporation  
4201 Dominion Boulevard, Suite 200  
Glen Allen, Virginia 23060  
Tel (804) 968-2985  
Fax (804) 270-4715

Vishwa B. Link, Esquire  
MCI WorldCom, Inc.  
1133 19<sup>th</sup> Street, NW  
Washington, D.C. 20036  
Tel (202) 736-6739  
Fax (202) 736-6242

Counsel to MCImetro Access Transmission Services of Virginia, Inc. and  
MCI WORLDCOM Communications of Virginia, Inc.

Dated: August 10, 2000

## CERTIFICATE

I hereby certify that a true copy of the foregoing was hand-delivered or mailed, postage prepaid, on the 10<sup>th</sup> day of August, 2000, to the following:

Don R. Mueller, Esquire  
Office of General Counsel  
State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219

Lydia R. Pulley, Esquire  
Vice President, General Counsel &  
Secretary  
Verizon Virginia, Inc.  
600 East Main Street, Suite 100  
Richmond, Virginia 23219

I hereby certify that a true copy of the foregoing, without Exhibits, was hand-delivered or mailed, postage prepaid, on the 10<sup>th</sup> day of August, 2000, to the following "interested parties" pursuant to 20 VAC 5-400-190 (C) (1):

Thomas B. Nicholson, Esquire  
Division of Consumer Counsel  
Office of the Attorney General  
900 East Main Street, Second Floor  
Richmond, Virginia 23219

Louis R. Monacell, Esquire  
Christian and Barton, LLP  
1200 Mutual Building  
909 East Main Street  
Richmond, Virginia 23219-3095

Tina M. Pidgeon, Esquire  
Drinker, Biddle & Reath  
901 15th Street, N.W.  
Suite 900  
Washington, D.C. 20005

Mark Argenbright  
Manager, Regulatory Analysis  
LDDS WorldCom  
515 East Amite Street  
Jackson, Mississippi 39201-2702

Paul P. Hlavac  
7 Ashbury Lane  
Barrington Hills, Illinois 60010

Jean Ann Fox  
Virginia Citizens Consumer Council  
114 Coachman Drive  
Yorktown, Virginia 23693

John Antonuk  
790 Pine Tree Road  
Hummelstown, Pennsylvania 17036

James C. Roberts, Esquire  
and Donald G. Owens, Esquire  
Mays & Valentine  
P.O. Box 1122  
Richmond, Virginia 23208-1122

Tom Krafcik  
77 Southfield Drive  
Belle Mead, New Jersey 08502

Ronald B. Mallard  
Fairfax County Consumer Affairs  
12000 Government Center Parkway,  
Suite 443  
Fairfax, Virginia 22035

Claude W. Reeson  
Surry County Chamber of Commerce  
8263 Colonial Trail West  
Spring Grove, Virginia 23881

Jeffrey J. Walker, Attorney  
Preferred Carrier Services  
500 Grapevine Highway, Suite 300  
Hurst, Texas 76054-2707

Michael Beresik  
AARP  
601 East Street, N.W.  
Washington, D.C. 20049

James R. Hobson, Esquire  
National Emergency Number  
Association  
1100 New York Avenue, N.W., #750  
Washington, D.C. 20005-3934

Sheryl Butler  
United States Department of Defense  
901 North Stuart Street  
Arlington, Virginia 22203-1837

Richard M. Tetelbaum  
Citizens Telecommunications  
1400 16th Street, N.W., #500  
Washington, D.C. 20036

Naomi C. Klaus, Esquire  
Metro Washington Airports Authority  
44 Canal Center Plaza, #218  
Alexandria, Virginia 22314

Paul Kouroupas, Esquire  
TCG Virginia, Inc.  
1133 21st Street, N.W.  
Washington, D.C. 20036

Andrew O. Isar  
Telecommunications Resellers  
4312 92nd Avenue, N.W.  
Gig Harbor, Washington 98335

Andrew D. Lipman, Esquire  
MFS Intelenet of Virginia, Inc.  
3000 K Street, N.W., #300  
Washington, D.C. 20007

David W. Clarke  
Washington/Baltimore Cellular  
P.O. Box 796  
Richmond, Virginia 23218

James B. Wright, Esquire  
Senior Attorney  
Central Telephone Company of Virginia  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900

Kenworth E. Lion, Jr., Esquire  
Virginia Citizens Consumer Council  
6501 Mechanicsville Turnpike  
Suite 105  
Mechanicsville, Virginia 23111

Warner F. Brundage, Jr., Esquire  
Bell Atlantic-Virginia  
600 East Main Street, 24th Floor  
Richmond, Virginia 23219

Edward L. Flippen, Esquire  
AT&T Communications of Virginia  
P.O. Box 1122  
Richmond, Virginia 23208-1122

Jack H. Derrick, Esquire  
Sprint Telecommunications  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900

Patrick T. Horne, Esquire  
and Stephen H. Watts, Esquire  
McGuire, Woods, Battle & Boothe  
One James Center  
901 East Cary Street  
Richmond, Virginia 23219-4030

Scott McMahon  
LCI International Worldwide  
8180 Greensboro Drive  
McLean, Virginia 22102

Robert Smithmidford  
NationsBanc Services, Inc.  
8001 Villa Park Drive  
Richmond, Virginia 23228-6502

J. Christopher LaGow, Esquire  
Bellsouth Cellular Corporation  
P.O. Box 1998  
Richmond, Virginia 23218

Ralph L. Frye, Executive Director  
Virginia Telecommunications Industry  
Association  
11 South 12th Street, Suite 310  
Richmond, Virginia 23219

James C. Falvey, Esquire  
American Communications Services  
131 National Business Parkway, #100  
Annapolis Junction, Maryland 20701

Bill Hanchey  
Virginia Cable Television Association  
300 West Franklin Street  
Richmond, Virginia 23220



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Eric M. Page